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HOME Investment Partnerships Program  
Tenant-Based Rental Assistance  
Administration Manual



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An amended Administration Manual will be released periodically, and the newest edition overrides all previous editions. Except where otherwise noted, all amendments to the Administration Manual apply to all awards, regardless of year of funding.

# Table of Contents

- Section 1: Program Introduction ..... 1
- Section 2: Request for Qualifications ..... 2
  - 2.1 Eligible Applicants ..... 2
  - 2.2 Application Process ..... 2
- Section 3: Program Activities ..... 3
  - 3.1 Eligible Activities ..... 3
  - 3.2 Ineligible Activities ..... 4
- Section 4: Participant Selection ..... 5
  - 4.1 Eligible Participants ..... 5
  - 4.2 Income Eligibility ..... 5
  - 4.3 Ineligibility of Students ..... 5
  - 4.4 Participant Selection Plan ..... 6
- Section 5: Parameters of Assistance ..... 7
  - 5.1 Length and Termination of Assistance ..... 7
  - 5.2 Payment Standard ..... 9
  - 5.3 Calculation of Rental Subsidy and Utility Allowance ..... 10
- Section 6: Income Eligibility ..... 12
  - 6.1 Overview of Income Eligibility Requirements ..... 12
  - 6.2 Determination of Household Size ..... 13
  - 6.3 Calculating Annual Household Income ..... 13
  - 6.4 Income Exclusions ..... 15
  - 6.5 Treatment of Assets ..... 15
  - 6.6 Calculation of Adjusted Income ..... 20
  - 6.7 Annual Recertification ..... 21
- Section 7: Housing Selection and Occupancy Standards ..... 23
  - 7.1 Unit Selection ..... 23
  - 7.2 Housing Quality Inspections ..... 23
  - 7.3 Occupancy Standards ..... 25
- Section 8: Leasing Documents ..... 27
- Section 9: Monthly Reporting and Claims Submission ..... 28
  - 9.1 IDIS Report Form ..... 28
  - 9.2 Claims Submission Process ..... 28
- Section 10: Ongoing Monitoring and Compliance ..... 29
  - 10.1 Homeless Management Information System ..... 29
  - 10.2 Records and Document Retention ..... 29
  - 10.3 Client Feedback Form ..... 30

10.4	Close-Out Reports .....	30
10.5	Re-allocation Policy .....	30
10.6	Award Monitoring.....	31
Section 11: Other Federal Requirements.....		32
11.1	A133 Audit and Financial Statements.....	32
11.2	Lead-Based Paint.....	32
11.3	Fair Housing.....	33
11.4	Violence against Women Reauthorization Act of 2022 (VAWA).....	34
Appendix A: Enrollment Process.....		1

# Section 1: Program Introduction

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The HOME Investment Partnerships Program Tenant-Based Rental Assistance (“TBRA”) Program in its current form launched in 2018 as a targeted effort to increase housing affordability, stability, and choice for formerly incarcerated individuals in Indiana.

An August 2018 report published by the Prison Policy Initiative revealed that individuals who have been incarcerated just one time experience homelessness at a rate almost seven times higher than the general population.<sup>1</sup> In acknowledgment of the unique housing challenges experienced by this population, IHCDA has designed its HOME TBRA program to exclusively serve income-eligible households in which at least one member was formerly incarcerated. Furthermore, re-entry programs increase housing stability and decrease recidivism when they are coupled with a good partnership between courts, supportive services, and housing. Therefore, IHCDA’s HOME TBRA program offers rental assistance and supportive services to all program participants while encouraging subrecipients to cultivate positive relationships with community partners.

The HOME TBRA program is a rental subsidy which can provide rental assistance, security deposits, and utility deposits to income-eligible households. The amount of subsidy varies per household and is based on the adjusted income of the household, the rent requested by the landlord, and IHCDA’s payment standard. As a “tenant-based” subsidy, the assistance is attached to the household. Households may utilize their assistance at a qualified unit of their choosing, and upon lease expiration may move with their assistance to another rental property, given that their TBRA term of assistance remains active. While the HOME TBRA program does not allow for the provision of supportive services as an eligible cost, IHCDA requires subrecipients to offer supportive services to all program participants to further ensure housing stability. Receipt of rental assistance, security deposits, and utility deposits may not be conditioned upon participation in supportive services.

Note that the HOME TBRA program differs from IHCDA’s HOME Rental Housing program: the HOME Rental Housing program provides capital funding for non-profit housing developers to build or preserve affordable housing, whereas the TBRA program provides funding to qualified organizations who in turn provide rental assistance to participating households. TBRA program funds cannot be used as capital funds.

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<sup>1</sup> Couloute, Lucius. *Nowhere to Go: Homelessness among Formerly Incarcerated People*. August 2018. <https://www.prisonpolicy.org/reports/housing.html>.

## Section 2: Request for Qualifications

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### 2.1 Eligible Applicants

Eligible applicants are nonprofit corporations recognized as tax exempt under Section 501(c)(3) of the U.S. Internal Revenue Code, public housing agencies, or units of local government. Current HOME TBRA subrecipients must be compliant with the benchmarks and requirements of its award agreement to request additional HOME TBRA Awards.

### 2.2 Application Process

A Requests for Qualifications (“RFQ”) is released annually to announce the funding and solicit applications from eligible applicants. An eligible applicant (as defined in Section 2.1) may request an amount of funding in the form of a grant from the Indiana Housing and Community Development Authority (“IHCDA”) under the Program. The amount of funding available per applicant varies annually. Subrecipients will be selected through a competitive scoring process and may only use grant funds for the eligible activities defined in Section 3 of this administration manual.

## Section 3: Program Activities

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The purpose of this section is to provide information regarding eligible and ineligible program activities as described in [24 CFR Part 92.209\(a\)](#). Eligible activities may be reimbursed by IHCD following claim submission. Claims requesting reimbursement for ineligible activities will be denied. The subrecipient should send requests for clarification on activity eligibility to the Supportive Housing Analyst.

### 3.1 Eligible Activities

#### Rental Assistance

- Rental assistance payments may be made on behalf of qualified households for not more than 24 months.
- The amount of the monthly assistance may not exceed the difference between the established payment standard for the unit size and 30 percent of the household's monthly adjusted income.
- Payments must be paid directly to a third-party on behalf of the household.
- Costs of inspecting the housing and determining income eligibility and assistance level are eligible for reimbursement as either administrative or rental assistance costs. It is at the subrecipient's discretion to determine how to file these claims.

#### Security Deposit Assistance

- In accordance with [24 CFR 92.209 \(j\)](#), the amount of HOME funds provided for a security deposit may not exceed the equivalent of two month's rent for the unit.
- Security deposits must be paid directly to a third-party on behalf of the household.
- Any portion of the security deposit which is returned at the end of the lease must be returned to the tenant in the form of a grant.

#### Utility Deposit Assistance

- Utility deposit assistance may be provided as an eligible program activity only in conjunction with security deposits and/or rental assistance.
- Utility deposit assistance may only be applied to the utilities described in the [IHCD Utility Allowance schedule](#).

#### Administrative Costs

- Eligible administrative costs include reasonable costs of overall program management, coordination, monitoring, and evaluation. Review [24 CFR 92.207 \(a\)](#) for a more complete understanding of eligible administrative costs.
- Costs of inspecting the housing and determining income eligibility and assistance level are eligible for reimbursement as either administrative or rental assistance costs. It is at the subrecipient's discretion to determine how to file these claims.
- Administrative costs cannot exceed 10% of the final award amount claimed.

## 3.2 Ineligible Activities

- Program funds may not be used to assist a resident owner of a cooperative or mutual housing unit when that resident is recognized by state law as a homeowner.
- Program funds may not be used to prevent the displacement of tenants from projects assisted with HOME Rental Rehabilitation Program funds.
- TBRA cannot be used to duplicate another form of assistance. For instance, if a tenant receives a rental subsidy that lowers their rent to 30% of their adjusted income, such as a Housing Choice Voucher, they cannot receive additional HOME TBRA.
- Program funds may not be used to pay rental arrears.
- Program funds cannot be used to pay for the down payment in a lease-purchase program, although it may be used as a rental subsidy.
- Program funds cannot be provided to homeless persons for overnight or temporary shelters, as a valid lease is required for program enrollment.



## Section 4: Participant Selection

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The purpose of this section is to provide information to subrecipients regarding the participant selection process. HOME TBRA program participants must be selected in accordance with the eligibility and income requirements described in this section and the subrecipient's approved HOME TBRA participation selection plan. The terms "tenant" and "participant" are synonymous throughout this manual.

### 4.1 Eligible Participants

Eligible participants in this program are households in which at least one member of the household was formerly incarcerated. "Formerly incarcerated" may be defined as 1.) individuals exiting the corrections system within six months who are at risk of homelessness due to a lack of stable housing; 2.) individuals currently experiencing homelessness who were formerly incarcerated.

### 4.2 Income Eligibility

Households must have a gross annual income that does not exceed 60% of the county's area median income (AMI), as published annually by HUD and released by IHCD via RED Notice, to be eligible for enrollment in the HOME TBRA Program. For continued eligibility, households must have a gross annual income that does not exceed 80% of the county's AMI at the annual recertification. See Section 5 for more information regarding income eligibility and certification.

### 4.3 Ineligibility of Students

In accordance with the 2013 HOME Final Rule, which updated the definition of qualified households to include a student status eligibility determination, all households assisted by this program must meet the Section 8/Housing Choice Voucher program restrictions on student participation described by 24 CFR 5.612. Student status should be verified using the Student Status Verification Form (Compliance Form #36).

Households which include an adult student under the age of 24 (i.e., aged 18-23) who is enrolled on a part- or full-time basis in an institute of higher learning must meet an exemption to qualify for TBRA.

The household may be considered eligible for TBRA if the student meets any of the following criteria:

1. Student is a dependent of the household;
2. Student is a veteran of the United States Military;
3. Student is married;
4. Student is a person with dependent child(ren);
5. Student is a person with a disability who was receiving Section 8 assistance prior to November 30<sup>th</sup>, 2005; or,
6. Student can provide independence from his or her parents based on the following:
  - a. Is of legal contract age under state law; and,

- b. Has established a separate residence from parents (not including a dormitory or student housing) for at least one year, or meets the US Department of Education definition of independent which includes an individual who was an orphan or ward of the state through age eighteen (18), is living with a legal dependent, or is a graduate or professional student; and,
  - c. Is not claimed on parents' tax returns; and,
  - d. Parents can certify whether or not they provide financial assistance. (This does not affect student eligibility but is necessary for income eligibility.)
7. If none of the above applies, the household may qualify for TBRA if the student's parents are income-eligible under the HOME income limits for the county in which they live.
  - a. If the parents are separated or divorced, a declaration must be obtained from each parent.
  - b. If the parents refuse to provide declaration of income and/or a statement of whether they provide financial assistance, then the household will not be eligible for TBRA.

If the household invokes the student rule and claims to meet any of the exceptions described above, the subrecipient must obtain proof that the household qualifies and retain in the participant's file any associated documentation.

#### 4.4 Participant Selection Plan

Prior to enrolling participants, each subrecipient must develop a participant selection plan which clearly describes the process by which households are selected for participation in the HOME TBRA program. The plan must be approved by IHCDA prior to implementation. Additionally, any proposed changes or additions must be approved to IHCDA prior to implementation.

All participant selection plans must:

- Include this program's definition of "eligible participants" (Section 3.1),
- Specify any additional preferences or limitations not included in Section 3.1 and describe how these preferences or limitations will be prioritized, if applicable,
- Identify any screening criteria, including, housing status, and history of incarceration,
- Identify the method by which potential participants are identified, referred, and/or apply to the program, and,
- Acknowledge that the program follows the nondiscrimination requirements included in the Fair Housing Act, HUD's Equal Access Rule, and the Violence Against Women Act (VAWA). Additionally, the plan must include the Fair Housing and Accessibility logos.

Subrecipients must have written processes for verifying and documenting that a participant is eligible for the HOME TBRA Program in accordance with the approved participant selection plan.

## Section 5: Parameters of Assistance

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### 5.1 Length and Termination of Assistance

Households may not receive TBRA for a period longer than 24 months. The 24-month period begins on the first day of the lease.

TBRA to the household may end under either of the following circumstances:

**Voluntary termination** occurs when the client chooses to leave the program for any reason, including: the client no longer requires assistance, the client has enrolled in the Housing Choice Voucher Program or another program that provides housing assistance, etc. Households that are voluntarily terminated from the program should be offered a client feedback form to provide information about their experience (see Section 10.4).

**Involuntary termination** is initiated by the subrecipient due to the client's non-compliance with program requirements or commitment of fraud. Examples of non-compliance/fraud include but are not limited to:

- Qualifying participant is no longer occupying the unit or subleases to another person who is not on the lease;
- Qualifying participant fails to execute a lease or provide requested information for application processing;
- Qualifying participant fails to report all sources of household income;
- Qualifying participant fails to identify all household members; and/or,
- Qualifying participant or household members falsify information in order to receive assistance.

Subrecipients who involuntarily terminate a client must follow a formal termination process which recognizes the client's right to due process of law. This process must include:

- Serving the client with a written notice containing a clear statement of the reasons for termination;
- Permitting the client to have a review of the decision, in which the client is given the opportunity to confront opposing witnesses, present written objections, and be represented by their own counsel, before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and,
- Providing prompt written notification of the final decision to the client. Provide at least a 30-day written notice to the tenant in the event of lease termination or non-renewal.

During this process, the subrecipient must provide effective communication and accessibility for individuals with disabilities, including the provision of reasonable accommodations. Similarly, the subrecipient must provide meaningful access to persons with limited English proficiency.

Termination or nonrenewal of leases may occur only for good cause. Good cause does not include nonparticipation in supportive services or tenant increases in income. While a lease cannot be terminated for increases in income, increases in income may result in the amount of rental assistance provided to be reduced to \$0. In addition, termination is not permitted if such eviction is discriminatory based on the household's protected class under the Fair Housing Act, HUD's Equal Access Rule, or the Violence Against Women Reauthorization Act of 2013. All documentation

provided to the participant through this process must be retained in the tenant file in accordance with document retention requirements (Section 10.2). Households may not be involuntarily terminated from the program for refusing to participate in supportive services or make progress on a service plan.

## **Appeal Process**

The appeal process begins with an informal review designed to resolve the issue at the local level. The subrecipient's appeal process should be formally documented in writing and submitted to IHCD for review.

### *Informal Review*

If a participant disagrees with the reason for involuntary termination, they may submit a written request to the Executive Director (or equivalent) of the subrecipient for a review of the determination. The request must be submitted within 10 working days of participant's receipt of the determination and include specific reasons why the participant feels the termination decision was inaccurate or unfair. The participant may submit additional documentation for review by the Executive Director at the time of the review request. The Executive Director will then have 15 working days to review the termination decision and render their findings. This time may be extended by the Executive Director in the interest of fairness.

### *Formal Appeal*

If the participant disagrees with the findings of the Executive Director, they may then formally appeal the decision to IHCD. The request for a formal appeal must be submitted within 10 business days of the participant's receipt of the Executive Director's determination and sent to:

Indiana Housing and Community Development Authority  
Attn: Compliance Attorney  
30 S. Meridian Street, Suite 900  
Indianapolis, IN 46204

The Compliance Attorney will set the matter for a hearing by sending written notice to the participant within 10 business days of receipt of the participant's request. The written notice will inform the participant of:

1. The time, date, and location of the hearing;
2. The participant's right to confront opposing witnesses;
3. The participant's right to present written objections or other evidence;
4. The participant's right to be represented by counsel at their own expense;
5. The participant's right to receive copies of all documents that will be presented by the subrecipient; and,
6. The participant's right to have the hearing via telephone.

If requesting to receive the documents via email, the participant must submit the request to IHCD no later than 12:00 p.m. Eastern Time on the business day prior to the scheduled hearing date.

Otherwise, the participant must make the request for hard copy documents no later than five business days before the scheduled hearing date. The written notice will further inform the participant that they must make any documents they wish to present at the hearing available to IHCD no later than 12:00 p.m. Eastern Time on the business day prior to the scheduled hearing date, or else the documents might not be allowed to be presented at the hearing.

The participant may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a disability. Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the participant or a necessary witness. Requests to reschedule a hearing must be made orally or in writing at least two business days prior to the hearing date. If the participant does not appear or make themselves available by phone at the scheduled time, the hearing will be cancelled, and no appeal will be heard. At its discretion, the Compliance Attorney will reschedule the hearing only if the participant can show good cause for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

**Compliance Attorney Decision**

The Compliance Attorney will issue a written decision, briefly stating the reasons for the final decision. The hearing decision will be furnished to the participant within 15 business days of the hearing. The decision of the Compliance Attorney is final.

**5.2 Payment Standard**

Rent must be determined to be reasonable to ensure that a fair rent is paid for each unit rented under the program. The following factors will be taken into consideration when determining rent reasonableness:

- Location and age of unit;
- Unit size including the number of rooms and square footage of rooms;
- The type of unit including construction type (e.g., single-family, duplex, garden, low-rise, high-rise);
- The quality of the unit including the quality of the original construction, maintenance and improvements made; and,
- Amenities, services, and utilities included in the rent.

Please use [AffordableHousing.com](http://AffordableHousing.com) (formerly [www.GoSection8.com](http://www.GoSection8.com)) to determine rent reasonableness. To request a username and get access to the website, please email the Supportive Housing Analyst. Refer to the Rent Reasonableness User Manual (available via the [TBRA web page](#)) or contact the Supportive Housing Analyst for guidance regarding rent reasonableness determinations. Rent reasonableness must be re-determined annually. Under no circumstances can TBRA funds be used to pay rent amounts which are determined to be unreasonable. Please print out the rent reasonableness determination from the [AffordableHousing.com](http://AffordableHousing.com) website and place it in the tenant’s file. If the comparable units available on [AffordableHousing.com](http://AffordableHousing.com) do not reflect local market conditions, recipients may contact the Supportive Housing Analyst to request an alternate method for calculating reasonable rent.

The subrecipients must also review and approve rent increases by landlords renting to tenants participating in the TBRA program. Owners may adjust rents as leases are renewed (generally annually). The subrecipient must generally disapprove a lease/unit if the rent is not reasonable.

The participant can choose a unit that exceeds the rent reasonableness standard and pay the difference, but only up to 40% of their monthly adjusted household income. In this case, the subrecipient must document the participant’s willingness to exceed the affordability standard prior to approving the lease/unit.

### 5.3 Calculation of Rental Subsidy and Utility Allowance

The amount of monthly assistance a subrecipient may pay on behalf of a household may not exceed the difference between the rent standard for the unit size and 30% of the household’s monthly adjusted income. The rent amount that the landlord is requesting must be determined to be reasonable (see Section 5.2).

The household must make a “minimum tenant contribution” of \$10 per month. However, this minimum contribution can be waived if the household is determined to have a financial hardship. The financial hardship waiver only applies to households paying the minimum tenant contribution. If the tenant paid rent portion exceeds the minimum contribution of \$10, the household is not eligible for a financial hardship waiver.

Financial hardship includes the following situations:

1. The household has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program. This includes any household member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996. A hardship will be considered to exist only if the loss of eligibility has an impact on the household’s ability to pay the minimum rent. For a household waiting for a determination of eligibility, the hardship period will end as of the first of the month following: (1) implementation of assistance, if approved, or (2) the decision to deny assistance. A household whose request for assistance is denied may request a hardship exemption based upon one of the other allowable hardship circumstances.
2. The household would be evicted because it is unable to pay the minimum rent. For a household to qualify under this provision, the cause of the potential eviction must be the household’s failure to pay rent to the owner or tenant-paid utilities.
3. Household income has decreased because of changed household circumstances, including the loss of employment.

Household’s requesting a financial hardship waiver must complete the “Request for Financial Hardship Waiver Form” and provide documentation to support the request. The completed form and supporting documentation must be retained in the tenant file.

If a participant’s utility allowance is \$10 or greater, they are considered to have met the minimum rent contribution.

Utility allowance schedules are used to determine the portion of the housing costs that will be paid with TBRA and the portion that will be paid by the participant. The utility allowance schedule estimates the average cost of utilities for typical types of housing (single-family, row house, high-

rise, etc.) and for various utilities and fuel sources (gas, oil, electricity, water, sewer, etc.). The current utility schedules are available [on IHCDA's utility allowance webpage](#).

To calculate a household's utility allowance, subrecipients must review the HOME TBRA Request for Unit Approval Form, upon completion by the landlord, and the lease to identify each utility for which the tenant will be responsible. The subrecipient should then add the tenant paid utility allowances from the HUD-52667 form (utility allowance schedule) for the relevant county and unit type to calculate the total utility allowance for the unit. The amount that the tenant will pay towards utilities (the utility allowance) counts towards their "tenant contribution".

## Section 6: Income Eligibility

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### 6.1 Overview of Income Eligibility Requirements

All HOME TBRA participants must be income-eligible at initial enrollment and for the duration of the term of assistance. Therefore, the household's income must be verified prior to receiving TBRA initially and annually recertified for continued assistance. Households must be income-eligible to receive any type of assistance, regardless of whether it is a one-time rental assistance or security deposit or ongoing. It is the responsibility of the subrecipient to have a thorough understanding of and comply with the following requirements.

TBRA is limited to households with a gross annual income at or below the 60% AMI HOME income limit for the county upon initial enrollment, as published by HUD annually and released by IHCDA via [RED Notice](#).

IHCDA has chosen to utilize the Part 5 definition (commonly known as the "Section 8 definition") for determining annual income. The annual income definition is found at [24 CFR Part 5.609](#). The Part 5 definition of annual income is the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

Households must be income eligible at the time of program enrollment. An initial income verification is valid for six months from the time of the verification. If more than six months lapse, the household income must be re-verified.

Beneficiaries remain eligible for the program only when the proper documentation verifying the household's eligibility is on file. IHCDA requires efficient recordkeeping for monitoring purposes. According to HUD regulation, the client file must be kept for five years after the period of rental assistance terminates. A summary sheet may be placed in the beneficiary files as a self-checklist for subrecipients.

At a minimum, the following eligibility documentation items must be in the file and organized in chronological order for easy review:

1. Participant application for assistance
2. Verification that participant meets the definition of "eligible participant" described in this manual, including verification of formerly incarcerated status
3. Tenant Income Certification Questionnaire Form
  - a. Completed at the time the beneficiary applies for assistance. A separate form must be completed by each adult household member.
4. Tenant Income Certification Form
  - a. Signed and dated by all adult members of the household.
  - b. Completed at the time of the initial income verification and at the time of re-verification, if applicable.
  - c. The set-aside should be marked as 60%.



5. Verifications of all sources of earned and unearned income and all asset sources noted on the Tenant Eligibility Questionnaire and Tenant Income Certification
  - a. Third-party verifications are the preferred method of income verification.
  - b. When utilizing paystubs as third-party verification for verifying and anticipating income from wages of a household member whose job provides steady employment), subrecipients must obtain the number of paystubs that cover two (2) consecutive months of payments. For household members with jobs providing employment that is less stable or does not conform to a twelve (12) month schedule (e.g., seasonal laborers and other sporadic work), income documentation should be obtained that covers the entire previous twelve (12) month period.
6. Any other documentation verifying the participants' eligibility (e.g., joint custody of a child documentation, management clarification documents, etc.)

All documents included in the participant file must be fully completed, signed, and dated. IHEDA will not accept documents that are incomplete, that have been marked with correction fluids (i.e., white-out), or where information has been obliterated with pen or marker. All participant-signed forms must include the Fair Housing and Equal Opportunity logos (see Section 10.2). Please refer to Section 10 for a complete description of records and document retention requirements.

## 6.2 Determination of Household Size

When determining household size, do not include live-in aides, guests, or foster children and foster adults.

A household has the right to decide whether or not to include individuals permanently confined to a hospital or nursing home as a household member. If the individual is included as a household member, their income must be certified and included.

Military members away on active duty are only counted as household members if they are the head, spouse, or co-head or if they leave behind a spouse or dependent child in the unit.

All other individuals, including temporarily absent family members (e.g., dependents away at school, etc.), unborn children, and children in joint custody agreements that are in the unit at least 50% of the time, must be included in household size.

## 6.3 Calculating Annual Household Income

Annual income is defined as the gross amount of earned and unearned income to be received by all adult members of the household (18 years of age and older, including full-time and part-time students) and the gross unearned income of minors during the 12 months following the date of certification or recertification.

The grantee must generally use current circumstances to anticipate income. However, if

information is available on known changes expected to occur during the year, the grantee must use that information to determine the total anticipated income.

1. **Nonrecurring income:** Income that is not recurring is not counted as income. Examples of income that is considered nonrecurring and thus excluded include:
  - payments from the U.S. Census Bureau for employment lasting no longer than 180 days and not culminating in permanent employment
  - direct federal or state payments for economic stimulus or recovery
  - tax refunds or tax credits
  - gifts for significant life events or milestones (holidays, birthdays, weddings, baby showers, etc.)
  - lump sum additions to net family assets, including lottery or contest winnings
  - non-monetary, in-kind donations such as food, clothing, or toiletries received from a food bank or similar organization
  - nonrecurring, non-monetary in-kind donations from friends and family
  - nonrecurring payments made to the family or to a third-party on behalf of the family to assist with utilities or eviction prevention
  - security deposits to secure housing
  - payments for participating in research studies (depending on the duration)
  - other general one-time payments
  
2. **Unsecured income:** IHCDA does not require grantees to include unsecured income sources when calculating household income. For example, if an applicant or tenant is unemployed IHCDA does not require that individual to anticipate income he or she may earn if a job is secured, unless it is verifiable that a job has been secured for a future start date.
  
3. **Sporadic or seasonal income:** The grantee must use reasonable judgment to determine the most reliable method of calculating income in scenarios where income fluctuates, such as when income is received as an independent contractor, day laborer, or seasonal worker.
  - A day laborer is defined as “an individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.”
  - An independent contractor is defined as “an individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code Federal income tax requirements and whose earnings are consequently subject to the Self-Employment tax.” Individuals considered “gig workers,” such as babysitters, landscapers, rideshare or app-based delivery drivers, and house cleaners, typically fall into the category of independent contractors.
  - A seasonal worker is defined as “an individual who is: 1) hired into a short-term position (e.g., for which the customary employment period for the position is six months or fewer); and 2) employment begins about the same

time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the employer or industry.” Examples include employment linked to holidays, agricultural seasons, lifeguards, ballpark vendors, snowplow drivers, etc.

Such income does **not** meet HUD’s definition of “nonrecurring” and must be counted as income. If income cannot be determined using current information, the grantee may anticipate income based on the actual income that was earned within the last 12 months prior to the income determination. However, prior year’s income should not be used if information is available that shows the situation has changed.

4. **Garnished or withheld wages or benefits:** When a household member’s wages or benefits are garnished, levied, or withheld to pay restitution, child support, tax debt, student loan debt, or other applicable debts, the gross amount of income prior to the reduction must be used to determine annual income.

#### Whose Income and Assets are Counted?

<b>Member</b>	<b>Earned Income</b>	<b>Unearned/Asset Income</b>
Head of household	Yes	Yes
Spouse/ Co-head	Yes	Yes
Other adult	Yes	Yes
Dependent Child Under 18	No	Yes
Full-time student over 18 **	See Note Below	Yes
Non-members (live-in aides, guests, foster children, foster adults, etc.)	No	No

\*\*If a full-time student over 18 is a dependent of the household, only a maximum of \$480 (adjusted by inflation) of earned income is included in annual household income.

## 6.4 Income Exclusions

Any income source not specifically excluded by HUD regulation must be included in the calculation of annual income. See the list of income exclusions at 24 CFR 5.609, as amended from time-to-time via Federal Register Notice. The most recent Federal Register Notice listing all income exclusions is attached as Exhibit AAA.

## 6.5 Treatment of Assets

### Net Family Assets Defined

Net family assets are defined as the net cash value of all assets owned by the family (except necessary personal property and specifically excluded assets), after deducting reasonable costs that would be incurred to dispose of real property, savings, stocks, bonds, and other forms of investment.

There are three types of assets:

- Real property is **included** in net family assets. Real property includes land or a home.
- Necessary personal property is **excluded** from net family assets. Necessary personal property includes (1) items essential to the family for the maintenance, use, and occupancy of the premises as a home, (2) items necessary for employment, education, or health and wellness, (3) items that assist a household member with a disability or that may be required for a reasonable accommodation for a person with a disability, and (4) personal effected including items that are convenient or useful to a reasonable existence and that support and facilitate daily life within the home.
- Non-necessary personal property includes bank accounts, other financial investments, luxury items, and other items not counted as necessary personal property. Non-necessary personal property is treated as follows:
  - If combined value > \$50,000 (adjusted by inflation) **include** in net family assets
  - If combined value ≤ \$50,000 (adjusted by inflation) exclude from net family assets, but actual income from the assets is still included as income

See Table F1 from HUD Notice H 2023-10/PIH 2023-27 (copied below) for examples of necessary personal property versus non-necessary personal property.

**Table F1: Examples of Necessary and Non-Necessary Personal Property**

Necessary Personal Property	Non-Necessary Personal Property
<ul style="list-style-type: none"> <li>• Car(s)/vehicle(s) that a family relies on for transportation for personal or business use (e.g., bike, motorcycle, skateboard, scooter)</li> <li>• Furniture, carpets, linens, kitchenware</li> <li>• Common appliances</li> <li>• Common electronics (e.g., radio, television, DVD player, gaming system)</li> <li>• Clothing</li> <li>• Personal effects that are not luxury items (e.g., toys, books)</li> <li>• Wedding and engagement rings</li> <li>• Jewelry used in religious/cultural celebrations and ceremonies</li> <li>• Religious and cultural items</li> <li>• Medical equipment and supplies</li> <li>• Health care–related supplies</li> <li>• Musical instruments used by the family</li> <li>• Personal computers, phones, tablets, and related equipment</li> <li>• Professional tools of trade of the family, for example professional books</li> <li>• Educational materials and equipment used by the family, including equipment to accommodate persons with disabilities</li> <li>• Equipment used for exercising (e.g., treadmill, stationary bike, kayak, paddleboard, ski equipment)</li> </ul>	<ul style="list-style-type: none"> <li>• Recreational car/vehicle not needed for day-to-day transportation (campers, motorhomes, travel trailers, all-terrain vehicles (ATVs))</li> <li>• Bank accounts or other financial investments (e.g., checking account, savings account, stocks/bonds)</li> <li>• Recreational boat/watercraft</li> <li>• Expensive jewelry without religious or cultural value, or which does not hold family significance</li> <li>• Collectibles (e.g., coins/stamps)</li> <li>• Equipment/machinery that is not used to generate income for a business</li> <li>• Items such as gems/precious metals, antique cars, artwork, etc.</li> </ul>

The market value of an asset is its dollar value on the open market. The cash value of an asset is the market value minus reasonable expenses incurred to convert the asset to cash, including for example:

- Penalties or fees for converting financial holdings. Any penalties, fees, or transaction charges incurred when an asset is converted to cash are deducted from the market value to determine its cash value.
- Costs for selling real property. Settlement costs, real estate transaction fees, payment of mortgages/liens against the property, and any legal fees associated with the sale of real property are deducted from the market value to determine equity in real estate.

If an asset is not effectively owned by an individual, do not include as a household asset. An asset is not considered “effectively owned” by an individual when the asset is held in the individual’s name but the asset and income it earns accrue to the benefit of someone else who is not a member of the family, and that other person is responsible for taxes on income generated by the asset.

NOTE: Some income sources (including benefits such as Social Security) are being paid onto special pay cards / prepaid debit cards instead of through direct deposit into a checking or savings account. These cards are included as assets and are verified in the same way as a checking or savings account. A current balance must be provided and included as an asset in addition to the benefit income being counted as income. This balance can be obtained through an online account service, a paper statement, or an ATM balance.

### Disposed of Assets

Assets disposed of for less than fair market value are included as assets for a period of two years from the date of disposal. The amount to be included as an asset is the difference between the cash value of the asset and the amount that was actually received (if any) in the disposition of the asset. This rule only applies if the difference between the cash value and the amount received is greater than \$1000.

Assets disposed of for less than fair market value as a result of foreclosure or bankruptcy or those lost through a separation or divorce settlement are not included in this calculation.

### Jointly Owned Assets

If assets are owned by the household and one more individuals outside of the household, the owner agent must include the total value of the asset in the calculation of net family assets unless (1) the asset is specifically excluded, (2) the household can demonstrate that the asset is inaccessible to them, or (3) the household cannot dispose of any portion of the asset without the consent of another owner who refuses to comply. If the household has access to only a portion of the asset, then only that portion's value is counted in the calculation of net family assets.

If the household member is a beneficiary who is entitled to access the account's funds only upon the death of the account's owner, and may not otherwise draw funds from the account, then the account is not counted as an asset for the household.

### Assets with Negative Equity

The value of real property or other assets with negative equity is considered \$0 for purposes of calculating net family assets.

### Excluded Assets:

The following are excluded from net family assets. Any asset source not specifically excluded must be included in net family assets.

- The value of necessary items of personal property (see below)
- The value of non-necessary items of personal property with a combined value  $\leq$  \$50,000 (adjusted by inflation). However, actual income earned from such assets is still included as income.
- The value of any account under a retirement plan recognized as such by the IRS, including Individual Retirement Accounts (IRAs), employer retirement plans such as 401(k) or 403(b) plans, and retirement plans for self-employed individuals.
- The value of real property that the household does not have the effective legal authority to sell. Examples include co-ownership situations where one party cannot unilaterally sell the real property (including situations where one owner is a victim of domestic violence), property tied up in litigation, or inherited property in dispute.
- Amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a household member arising out of law that resulted in a member of the family being a person with disabilities.
- The value of any Coverdell education savings account under Section 530 of the Internal Revenue Code, the value of any qualified tuition program under Section 529 of the Internal

Revenue Code, and the amounts in, contributions to, and distributions from an Achieving a Better Life Experience (ABLE) account under Section 529A of such code.

- The value of any “baby bond” account created, authorized, or funded by the federal, state, or local government (money held in a trust by the government for children until they are adults)
- Interests in Indian trust land
- Equity in a manufactured home where the family receives assistance under 24 CFR Part 982
- Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR Part 982
- Family Self-Sufficiency accounts
- Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family
- The full amount of assets held in an irrevocable trust
- The full amount of assets held in a revocable trust where a member of the household is the beneficiary, but the grantor/owner and trustee of the trust is not a member of the household

#### Subtraction of Federal Tax Refunds or Refundable Tax Credits

Amounts received in the form of a federal tax refund or refundable tax credit are excluded from net family assets.

If a tax refund was received during the previous 12-month period preceding the effective date of certification, then the amount of the refund must be subtracted from the total value of net family assets.

#### Asset Income

##### 1. Actual Income from Assets

The income generated by an asset, such as interest or dividend payments. Actual income from assets is always included in annual income, regardless of whether the asset itself is included or excluded from net family assets, unless the income is specifically excluded.

*Example: Household has a \$20,000 savings account with a 2% interest rate. The household has no other assets.*

- *Total value of assets is \$20,000*
- *Net family assets = \$0 (the total value of assets is less than \$50,000 so net family assets is considered \$0)*
- *Actual asset income from the savings account is \$400 (2% interest x \$20,000 balance) even though the net family assets is \$0*

##### 2. Imputed Income from Assets

Imputed income must be calculated for specific assets (not all assets) when three conditions are met:

- The value of net family assets exceeds \$50,000 (adjusted by inflation)
- The specific asset is not specifically excluded; and

- Actual asset income cannot be calculated for that specific asset. When actual income for an asset can be calculated (even if calculated as \$0), imputed income is not calculated for that asset.

If actual income from asset can be computed for some assets but not all, the owner agent must add up the actual income from assets for those assets where actual income can be calculated and then calculate imputed income just for those assets where actual income cannot be calculated.

Imputed income is calculated using the passbook rate.

- Prior to 2/1/15, the passbook rate was 2.00%
- From 2/1/15 through 12/31/23, the passbook rate was 0.06%
- For 2024, the passbook rate is 0.40%
- For 2025, the passbook rate is 0.45%
- HUD will calculate a new passbook rate each July

## 6.6 Calculation of Adjusted Income

Gross household income is used to determine eligibility. However, once a household is certified as being income eligible, the subrecipient must then calculate the adjusted household income to determine the amount of tenant-paid rent.

IHCDA requires subrecipients to deduct from annual income any of five mandatory deductions for which a household qualifies. The resulting amount is the household's adjusted income. Mandatory deductions are found in 24 CFR 5.611.

- (1) \$480 for each dependent;
- (2) \$400 for any elderly household or disabled household;
- (3) Unreimbursed medical expenses, to the extent the sum exceeds 3% of annual income;
- (4) Disability assistance deduction; and
- (5) Any reasonable childcare expenses necessary to enable a member of the household to be employed or to further his or her education.

### **Dependent Deduction**

An allowance of \$480 is deducted from annual income for each dependent [24 CFR 5.611(a)(1)]. Dependent is defined as any household member other than the head, spouse, or co-head who is under the age of 18 or who is 18 or older and is a person with disabilities or a full-time student. Foster children, foster adults, and live-in aides are never considered dependents [24 CFR 5.603(b)].

### **Elderly or Disabled Household Deduction**

A single deduction of \$400 is taken for any elderly or disabled household [24 CFR 5.611(a)(2)]. An elderly household is a household whose head, spouse, co-head, or sole member is 62 years of age or older, and a disabled household is a household whose head, spouse, co-head, or sole member is a person with disabilities [24 CFR 5.403].

### **Medical Expense Deduction** [24 CFR 5.611(a)(3)(i)]



Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed 3% of annual income. The medical expense deduction is permitted only for households in which the head, spouse, or co-head is at least 62 or is a person with disabilities. If a household is eligible for a medical expense deduction, the medical expenses of all household members are counted [VG, p. 28]. Definition of Medical Expenses HUD regulations define medical expenses at 24 CFR 5.603(b) to mean “medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.” The most current IRS Publication 502, Medical and Dental Expenses, will be used as a reference to determine the costs that qualify as medical expenses.

#### **Disability Assistance Deduction** [24 CFR 5.603(b) and 24 CFR 5.611(a)(3)(ii)]

Reasonable expenses for attendant care and auxiliary apparatus for a disabled household member may be deducted if they:

- (1) are necessary to enable a household member 18 years or older to work,
- (2) are not paid to a household member or reimbursed by an outside source,
- (3) in combination with any medical expenses, exceed three percent of annual income, and
- (4) do not exceed the earned income received by the household member who is enabled to work.

#### **Childcare Expense Deduction**

HUD defines childcare expenses at 24 CFR 5.603(b) as “amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a household member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.” Childcare expenses do not include child support payments made to another on behalf of a minor who is not living in participant household [VG, p. 26]. However, childcare expenses for foster children that are living in the participant household are included when determining the household’s childcare expenses [HCV GB, p. 5-29].

#### **Anticipating Expenses**

Generally, subrecipients will use current circumstances to anticipate expenses. When possible, for costs that are expected to fluctuate during the year (e.g., childcare during school and non-school periods and cyclical medical expenses), subrecipients will estimate costs based on historic data and known future costs. If a household has an accumulated debt for medical or disability assistance expenses, subrecipients will include as an eligible expense the portion of the debt that the household expects to pay during the period for which the income determination is being made. However, amounts previously deducted will not be allowed even if the amounts were not paid as expected in a preceding period. Subrecipients may require the household to provide documentation of payments made in the preceding year. If at the time of initial certification or reexamination, the household reports that they are eligible for a Medicare or Medicaid spend-down subrecipients must determine if the spend-down cap was reached within the last 90 days. If yes, then the spend-down cap will be used as the household’s projected monthly medical expense. If no, then the actual anticipated medical expense will be used if the medical expenses are expected to continue.

## 6.7 Annual Recertification

The subrecipient must re-examine the incomes of all program participants annually using source documentation. The subrecipient must re-evaluate household income, size, and composition and adjust the amount of rental assistance according to the circumstances in effect at the time of recertification. If a household's income exceeds the HOME low-income limit (80% AMI) at re-examination, the household is no longer eligible for the HOME TBRA program. The TBRA assistance must be terminated after the subrecipient gives notice of at least 30 days to the tenant and the landlord. While the rental assistance payments will end at that time, the household's lease cannot be terminated for an increase in income.

## Section 7: Housing Selection and Occupancy Standards

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### 7.1 Unit Selection

The subrecipient must maximize housing choice when working with households to identify housing opportunities. Subrecipients may not require participants to select units developed and/or rehabilitated under the HOME program or other affordable housing programs or require households to live in units owned or managed by the subrecipient. Households must be free to select the unit of their choice.

The following units are considered eligible:

- Units which are publicly- or privately-owned,
- Units receiving state or local rental assistance subsidies or other sources, if they are not duplicative of TBRA (i.e., the assistance does not lower the tenant's rental contribution below 30% of adjusted income), and
- Publicly financed, such as units financed with HOME, Low-Income Housing Tax Credits (LIHTCs), Section 811, Section 202, or Community Development Block Grant (CDBG) funds.

Participants must be permitted to move out of the unit at the end of the lease term and transfer their TBRA to another eligible unit of their choosing if the 24-month term of assistance has not yet expired. However, TBRA can only be used to pay for assistance on rental units located within the State of Indiana.

All households must be permitted to move out of the unit at the end of the lease term and transfer their TBRA to another eligible unit of their choosing if the term of assistance has not yet expired.

### 7.2 Housing Quality Inspections

IHCDA will adopt the National Standards for the Physical Inspection of Real Estate (NSPIRE) quality standards and inspection protocol for the Program.

All recipients will be required to conduct an NSPIRE inspection of the unit before allowing the beneficiary to move in, and annually during the term of the TBRA assistance. For households receiving one-time security deposit assistance, a unit inspection is required only at the time that assistance is provided. Recipients must utilize the NSPIRE HCV/PBV Inspection Checklist ([form here](#)) to determine whether the unit passes or fails NSPIRE Standards. The recipient must retain a copy of the form in the participant file.

Recipients may not perform NSPIRE inspections on units they own, or any unit for which the recipient has a financial interest. If a participant chooses to rent a unit owned by the recipient, the recipient should contact IHCDA for further guidance.

**Upon request, IHCDA will provide additional guidance to recipients on how to conduct an NSPIRE inspection.**

If a unit fails inspection, the inspection form will contain comments detailing the areas that failed to meet NSPIRE standards and will prescribe the necessary repairs needed to pass inspection. If the landlord is willing to repair the items listed, they will need to submit an affidavit detailing all the repairs that were completed. The owner is responsible for completing all repairs and the recipient must re-inspect the unit and verify completion. The affidavit is available on the HOME TBRA web page and must be maintained in tenant files along with the Inspection forms.

### **NSPIRE Affirmative Habitability Requirements**

NSPIRE requires the following minimum Affirmative Habitability Requirements.

**Inspectable Area- Unit:** the interior components of an individual dwelling where the resident lives

1. Hot and cold running water in both bathroom and kitchen, including adequate source of safe drinking water in the bathroom and kitchen
2. Bathroom or sanitary facility that is in proper operating condition and usable in privacy that contains a sink, a bathtub or shower, and flushable toilet
3. At least 1 battery-operated or hard-wired smoke detector in proper working condition:
  - a. On each level of the unit
  - b. Inside each bedroom
  - c. Within 21' of any door to a bedroom measured along a path of travel; and
  - d. Where a smoke detector installed outside a bedroom is separated from an adjacent area by a door, must also be installed on the living area side of the door

If the unit is occupied by a hearing-impaired person, the smoke detectors must have an alarm system designed for hearing-impaired persons.

4. Living room and kitchen area with a sink, cooking appliance, refrigerator, food preparation area, and food storage area
5. For units with Housing Choice Vouchers or Project Based Vouchers, at least one bedroom or living/sleeping room for each two persons in the household
6. Must meet carbon monoxide detection standards established through Federal Register notice and the NSPIRE standard, if applicable
7. Two working outlets or one working outlet and a permanent light within all habitable rooms
8. Outlets within 6' of a water source must be GFCI protected\*
9. Must contain a permanently installed heating source. Units may not contain unvented space heaters that burn gas, oil, or kerosene.
10. Must have a guardrail when there is an elevated working surface drop off of 30' or more measured vertically
11. Permanently mounted light fixture in the kitchen and each bathroom

**Inspectable Area- Inside:** the common areas and building systems within the building interior that are not inside a unit

1. At least one battery-operated or hard-wired smoke detector in proper working condition on each level

2. Must meet carbon monoxide detection standards established through Federal Register notice and the NSPIRE standard, if applicable
3. Outlets within 6’ of a water source must be GFCI protected\*
4. Must have a guardrail when there is an elevated walking surface drop off of 30” or more measured vertically
5. Permanently mounted light fixtures in any kitchens and each bathroom
6. May not contain unvented space heaters that burn gas, oil, or kerosene

Inspectable Area- Outside: the building site, building exterior components, and any building systems located outside of the building

1. All outside outlets must be GFCI protected
2. Must have a guardrail when there is an elevated walking surface drop off of 30” or more measured vertically

\* The requirement that all interior outlets within 6’ of a water source must be GFCI protected does not apply in the following circumstances:

- The requirement does not apply to an outlet dedicated to a major appliance (e.g., water heater, HVAC, refrigerator, washing machine, dishwasher, garbage disposal, appliance that is wall-mounted or installed within a cabinet, etc. A “dedicated outlet” is a receptacle outlet that is only capable of serving that specific appliance.
- The requirement does not apply to an outlet below a countertop and within an enclosed cabinet, regardless of its distance from the water source.

### **Smoke Alarm Placement Requirements**

Smoke alarms must be installed in all areas listed in the affirmative habitability requirements. The following placement requirements must be met.

- If mounted on the ceiling, smoke alarm must be greater than 4 inches from the wall
- If mounted on the wall, the top edge of the smoke alarm cannot be closer than 4 inches or greater than 12 inches from the ceiling

### **CO Detector Placement Requirements**

CO detectors are only required if required by NFPA 72 or NSPIRE standards, for example, if a unit (1) contains a fuel-burning appliance or fuel-burning fireplace, (2) has adjacent spaces from which byproducts of combustion gas can flow, or (3) is located one story or less above or below an attached private garage that does not have natural ventilation or is enclosed and does not have a ventilation system for vehicle exhaust. See [HUD’s NSPIRE carbon monoxide alarm standard](#).

## **7.3 Occupancy Standards**

Subrecipients must follow any HUD and/or local occupancy standards that specify the number of bedrooms needed by households of various sizes and composition.

**Eligible unit size:** The occupancy standards are used to provide consistent criteria for determining the unit size for which the household is eligible.

- When the household is selected for the HOME TBRA program, the subrecipient should counsel the household about the unit size for which the household is eligible.
- If the tenant selects a unit that is larger or smaller than the eligible unit size, the subrecipient should explain the impact of this choice on the tenant’s payment and request approval from IHCDA, if the tenant still wants that unit. For example, if the tenant is approved for a 2-bedroom unit and locates a 3-bedroom unit, the amount TBRA assistance would be based on the 2-bedroom standard.
- The subrecipient is responsible for explaining during the application process that no individuals whose names are not on the lease can live in TBRA assisted units.

### HUD Occupancy Standards

The number of bedrooms appropriate to the household size is established by the following chart:

Subsidy Standards			NSPIRE Standards	
Voucher Size	Min. No. Persons in the Household	Max. No. of Persons in the Household	Unit Size	Max Occupancy (Counting Living Room as sleeping area)
0-BR	1	1	0-BR	1
1-BR	1	2	1-BR	4
2-BR	2	4	2-BR	6
3-BR	4	6	3-BR	8
4-BR	6	8	4-BR	10
5-BR	8	10	5-BR	12
6-BR	10	12	6-BR	14

Any room that is a sleeping room must have windows/sliding doors. Living rooms can be used as a bedroom for no more than two people if the room has a window/sliding door. When the participant chooses to use a living room as a bedroom, it must meet NSPIRE standards for a bedroom, as well as comply with any applicable state or local codes. That is, there must be a window, either two electrical outlets or a single outlet and an overhead fixture, and a heat source (direct or indirect).

If a basement sleeping room is proposed, it must also meet the NSPIRE rules as a bedroom. In addition, a basement room must have an adequate means of egress. This is defined as either a door that leads directly to outside, or an operable window that is at least 2 ft. x 3 ft. and no higher than 42 inches off basement floor.

## Section 8: Leasing Documents

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There must be a written lease between the participant (tenant) and the owner that has a term for a period of not less than one year. Per HOME regulations, the lease *may not* contain the provisions enumerated below. To void any of the following prohibited language which may be found in new or existing leases, the landlord and tenant must execute the TBRA Lease Addendum.

- Agreement by the tenant to be sued or to admit guilt, or a judgment in favor of the owner in a lawsuit brought in connection with the lease;
- Agreement by the tenant that the owner may take, hold or sell the personal property of household members without notice to the tenant and a court decision on the rights of the parties (this does not apply to personal property left by the tenant after move-out);
- Agreement by the tenant not to hold the owner or its agents legally responsible for any action or failure to act, whether intentional or negligent;
- Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant;
- Agreement that the owner may evict the tenant (or other household members) without a civil court proceeding where the tenant has the right to present a defense, or before a court decision on the rights of the tenant and the owner;
- Agreement by the tenant to waive a trial by jury;
- Agreement by the tenant to waive the tenant's right to appeal or otherwise challenge a court decision;
- Agreement by the tenant to pay attorney fees or other legal costs, even if the tenant wins in court;
- Agreement by the tenant to accept supportive services that are offered;
- Language allowing a rent increase without at least 30 day written notice; or
- Language allowing termination of a lease without good cause and at least 30 days written notice.

In addition to a lease and the TBRA Lease Addendum, subrecipients and participants must also complete the TBRA Rental Assistance Payment Contracts. The Rental Assistance Payment (RAP) Contracts are two agreements, the first between the landlord and the subrecipient and the second between the subrecipient and the participant. These documents describe the responsibilities of each party and must be completed by the subrecipient prior to making any payments on the tenant's behalf. The contracts must be retained in each participant file.

The following complete and signed leasing documents must be maintained in each TBRA participant/tenant file:

1. Lease
2. Lease Addendum
3. Rental Assistance Payment Contracts

The participant's file should be updated annually with renewed documentation.

## Section 9: Monthly Reporting and Claims Submission

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### 9.1 IDIS Report Form

IHCDA is required to submit participant information directly to HUD through their Integrated Disbursement and Information System (IDIS), a HUD software system for HOME and other entitlement funds. Subrecipients must complete an IDIS Report Form entry for all TBRA participants. The IDIS Report Form must be submitted with the monthly claim, as well as emailed to the Supportive Housing Analyst at the same time as the claim submission. IHCDA will enter this information into IDIS. If there are changes in the household information initially provided (e.g., rent amount, household size, annual income, etc.), these changes must be recorded on the appropriate tab of the IDIS Report Form with the adjustment noted.

The IDIS Report Form is available for download from the HOME TBRA webpage. Additional instructions are included within the form. Questions regarding IDIS Form completion and submission may be emailed to the Supportive Housing Analyst.

### 9.2 Claims Submission Process

Funds are disbursed on a reimbursement basis through claims submitted to IHCDAOnline at <https://online.ihcda.in.gov/>. Subrecipients must submit claims to IHCDA monthly. For information on how to use IHCDAOnline and submit a claim with the required documentation, please refer to the [Partner's Guide to IHCDAOnline](#). Supplement A describes the required documentation for the HOME TBRA program (listed below). Questions regarding the claims process and access to the system should be submitted to [claims@ihcda.in.gov](mailto:claims@ihcda.in.gov). If the question is regarding eligible activities, please contact the Supportive Housing Analyst.

Required claim documentation:

- Claim Summary Pages (generated from IHCDAOnline)
- Other supporting documentation including:
  - General Ledger
  - IDIS Report Form (see Section 9.1)
  - Administrative invoices/receipts where the amount charged to the program equals or exceeds \$200



## Section 10: Ongoing Monitoring and Compliance

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### 10.1 Homeless Management Information System

The Homeless Management Information System (“HMIS”) is a secure, electronic data collection system used to determine the nature and extent of homelessness. Data regarding all homeless individuals assisted with the Program’s grant funds must be entered into either the Indiana Balance of State or the Indianapolis HMIS. IHCD will determine the HMIS that the subrecipient must use based on the geographic location of the project.

The subrecipient is required to enter participant data at intake and upon discharge of the program, at a minimum, for all participants. The recipient is encouraged to utilize the other features of HMIS such as case notes, service tracking, and reporting functions. The data required for entry into HMIS includes at least the following data elements: Name, Social Security Number, Date of Birth, Race, Ethnicity, Gender, Veteran Status, Disabling Condition, Residence Prior to Entry, Zip Code, Length of Stay at Previous Residence, Housing Move-in Date, and Exit Destination. The recipient agrees to collect any other data elements as IHCD directs. For HMIS assistance or to get registered to use the system, please contact the HMIS Help Desk at: [hmishelpdesk@ihcda.in.gov](mailto:hmishelpdesk@ihcda.in.gov).

### 10.2 Records and Document Retention

Pursuant to [24 CFR 92.508](#), the following records (if applicable) must be retained for each household served by the HOME TBRA program for five years after the period of rental assistance terminates:

- Application
- Notice of program admittance/denial to applicants
- Eligibility determination documentation, including but not limited to:
  - Verification of formerly incarcerated status and qualifying housing status at time of enrollment
  - Invocation of the student rule and proof of qualification, if applicable
  - Tenant Income Certification form and tenant payment/rent subsidy calculations
- Rental Assistance Coupon
- Unit Request Form
- W-9 for landlord
- Rent Reasonableness determination for the selected unit
- Financial Hardship Waiver and supporting documentation, if applicable
- NSPIRE HCV/PBV Inspection Checklist ([form here](#))
- Lead Based Paint Inspection Report, if applicable
- Leasing documents, including but not limited to:
  - Lease
  - TBRA Lease Addendum
  - Rental Assistance Payment Contracts
  - Lease Renewals, etc.
- Records demonstrating compliance with program termination of assistance requirements

- Documentation related to emergency transfers requested under 24 CFR 5.2005(e) and 92.359 pertaining to victims of domestic violence, dating violence, sexual assault, or stalking, including data on the outcomes of those requests.

HUD and the Comptroller General of the United States, any of their representatives, have the right of access to any pertinent books, documents, papers or other records of the participating jurisdiction, state recipients, and subrecipients, in order to make audits, examinations, excerpts, and transcripts.

### 10.3 Client Feedback Form

Subrecipients are required to design a participant feedback form which must be given to households upon exit from the program and/or at the end of the grant period. The form must ask questions related to the client's experience and satisfaction with the HOME TBRA Program administered by the subrecipient and must provide the option for feedback to be provided anonymously. Subrecipients are encouraged to collect quantitative and qualitative data and should have policies for using client feedback to make improvements to the program.

### 10.4 Close-Out Reports

A final close out report must be submitted to IHCDA within 30 days after the award expires. IHCDA will provide a form on which subrecipients will record information regarding their award performance. Subrecipients will be required to attach a copy of the client feedback form used to collect data about participants' experience in the HOME TBRA Program, as described in the RFQ, and provide copies of the responses collected during the grant term upon request. All reports must be submitted as requested by IHCDA for the subrecipient to remain eligible for future HOME TBRA funds.

### 10.5 Re-allocation Policy

**Unclaimed Funds:** Funds that were allocated to a specific subrecipient or allocated to IHCDA's administrative costs that were not claimed by the subrecipient during the grant year or were leftover in the administrative category and not used by IHCDA.

At any point during a grant cycle IHCDA may require subrecipients who are behind on the benchmarks defined in their award agreements to provide a spend-down plan for unclaimed funds remaining on their HOME TBRA award. Spend-down plans must be completed on a standard form provided by IHCDA and must include information on anticipated monthly expenditures for rental assistance and administrative costs. IHCDA will review all submitted spend-down plans to verify that planned expenditures are reasonable when compared to the subrecipient's claims history and proposed goals for number of households served.

If a subrecipient's spend down plan is determined by IHCDA to be insufficient to expend the total award amount within the term of the award agreement, IHCDA may offer the subrecipient a 3-month extension to their award period and/or may de-allocate the portion of the award that is not expected to be spent. If an organization fails to provide a spend-down plan when requested, IHCDA will review the organization's claim history to determine if they are on track to expend their full award

amount. Subrecipients who do not submit the required spend-down plan when requested are not eligible for an award extension and may have a portion of their award de-allocated. IHCDA will notify subrecipients of any award de-allocation via email with a letter stating the amount by which the award has been reduced. If IHCDA chooses to allow a grant extension, subrecipients will be notified via email with a letter stating the new grant end date and benchmarks that must be met during the extended period.

HOME TBRA funds de-allocated through this process may be added to the total available award amount under the next HOME TBRA Request for Qualifications or may be allocated to another subrecipient(s) with HOME TBRA awards who have met award benchmarks. Such allocations will follow this policy and will be approved by IHCDA's Executive Team through delegated authority.

## 10.6 Award Monitoring

The Supportive Housing Analyst will perform program compliance checks throughout the program year by reviewing monthly reports, claims, and other information.

A more thorough monitoring of the program will also occur. The monitoring review may be done remotely or in person. At least three weeks of notice will be given to the recipient before monitoring begins so that the recipient can prepare using a monitoring checklist. The checklist contains a list of areas that will be reviewed and documents that will need to be made available at the time of monitoring. Upon completion of a monitoring review, IHCDA will send a letter detailing all concerns and findings discovered during the review. The letter will be sent within 30 calendar days of the monitoring unless an investigation of findings requires more time. If there are findings or concerns discovered, the letter will request the recipient to submit a specific resolution or correction within a certain period of time. Significant deficiencies in program files or other record keeping that are found during a monitoring will result in required Plans of Corrective Action with possible loss of funds or repayment to IHCDA.

# Section 11: Other Federal Requirements

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## 11.1 A133 Audit and Financial Statements

Each year IHCDA collects Year-End Financial Statements and A133 audits from its grantees/subrecipients. To provide better customer service we have changed the submission process. Organizations that are required to submit an A133 Audit will now send their financials to IHCDA at [A133@ihcda.in.gov](mailto:A133@ihcda.in.gov).

### **A133 Audit Required**

Subrecipients that expend \$750,000 or more in federal funds (as a collective whole from all of their grants) in a fiscal year must be audited in accordance with the requirements of OMB Circular A-133, and a copy of such audits must be provided to IHCDA. If this applies to your organization, please submit an electronic copy of your financial statements and A-133 Audit to IHCDA at [A133@ihcda.in.gov](mailto:A133@ihcda.in.gov). Hard copies will not be accepted. Questions regarding your A133 audit should be directed to [A133@ihcda.in.gov](mailto:A133@ihcda.in.gov).

Also, please check that your A-133 audit is performed by an approved auditor. You will find a list of approved auditors IHCDA's website.

### **A133 Audit Not Required:**

Smaller agencies that do not spend over \$750,000 of federal funds (as a collective whole from all of their grants) will only need to submit their year-end financial statement or Form 990 during RFQ time.

### **Financials are due to IHCDA according to the following schedule:**

<b>Year End Date:</b>	<b>Due Date:</b>
June 30	March 31 or 30 days after receipt of the auditor's report (whichever is earlier)
Dec 31	Sept 30 or 30 days after receipt of the auditor's report (whichever is earlier)

## 11.2 Lead-Based Paint

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, J, k, M, and R apply to this Program. Lead-based paint requirements apply to dwelling units built prior to 1978 that are occupied or can be occupied by families with children under six years of age, excluding zero-bedroom dwellings. Accordingly, landlords must cooperate with Program recipients to ensure the followings steps are being taken:

1. For every unit:
  - a. Providing all prospective families with the booklet entitled, "Protect Your Family

- from Lead in Your Home”,
  - b. Lead-Based Paint Exemption form is completed,
  - c. NSPIRE inspection is performed,
  - d. Inspector uses Form HUD-52580, and
  - e. Inspection must attend HUD Visual Assessment training at the following link: <https://apps.hud.gov/offices/lead/training/visualassessment/h00101.htm> and certificate of completion submitted to IHCDA.
2. If child under six is in unit and unit was built prior to 1978 (additional items);
- a. Disclosure of known lead-based paint hazards to prospective tenants before the lease is signed, Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (LBP Disclosure Form) is completed,
  - b. The Program recipient and landlord must execute an “Agreement for Ongoing Maintenance Activities related to Lead-Based Paint Requirements”, drafted by IHCDA,
  - c. Visual assessment for deteriorated paint is performed,
  - d. Deteriorated painted surfaces is stabilized and hazard reduction activities are performed,
  - e. Tenants are notified each time such an activity is performed,
  - f. All work is conducted in accordance with HUD safe practices,
  - g. Records are maintained concerning paint stabilization and before re-occupancy,
  - h. Clearance examinations are performed after paint stabilization and before re-occupancy,
  - i. Ongoing lead-based paint maintenance is performed,
  - j. If the Program recipient is notified by a public health department or other medical health care provider, or verifies information from a source other than a public health department or medical health care provider, that a child of less than six years of age, has been identified as having an elevated blood lead level (“EBLL”), the recipient must complete an environment investigation of the dwelling unit. The environmental investigation must be completed in accordance with Program requirements, and the result of the environmental investigation must be immediately provided to the owner of the dwelling unit. In cases where the public health department has already completed an evaluation of the unit, this information must be provided to the owner,
  - k. Records are maintained concerning a child with an EBLL in a covered unit,
  - l. Reevaluation shall be conducted and the recipient shall conduct interim controls of lead-based paint hazards found in the reevaluations.
  - m. As part of ongoing maintenance asking each household to report deteriorated paint.

### 11.3 Fair Housing

#### **Protected Classes and Prohibited Activities under Fair Housing and HUD’s Equal Access Rule**

The owner or agents of the owner shall not discriminate in the provision of housing on the basis of race, color, sex, national origin, religion, familial status, or disability [the seven protected classes under the Fair Housing Act]. Nondiscrimination means that owners cannot refuse to rent a unit, provide different selection criteria, fail to allow reasonable accommodations or modifications, evict, or otherwise treat a tenant or applicant in a discriminatory way based solely on that person’s inclusion

in a protected class. Owners may not engage in steering, segregation, false denial of availability, denial of access to services or amenities, discriminatory advertising, or retaliation against individuals that make fair housing complaints.

Effective March 5, 2012, all HUD funded properties (including HOME/CDBG/CDBG-D/NSP funding) are subject to the rule entitled “Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity.” According to this rule, HUD-assisted properties must make housing available without regard to actual or perceived sexual orientation, gender identity, or marital status. Additionally, HUD-assisted housing providers are prohibited from inquiring about the sexual orientation or gender identity of applicants and occupants for the purpose of determining eligibility for housing. For purposes of this rule, the term “gender identity” means actual or perceived gender-related characteristics and the term “sexual orientation” means homosexuality, heterosexuality, or bisexuality.

Property owners & managers must allow persons with disabilities to make reasonable modifications (structural changes) so that they can fully enjoy their homes. Also, property owners and managers must allow reasonable accommodations (flexibility in rules and policies) so that persons with disabilities may fully enjoy their homes.

### **Required Actions**

1. All subrecipients should be familiar with both state and federal civil rights and fair housing laws. IHCDA strongly encourages subrecipients to provide Fair Housing and Equal Opportunity training for all staff, including maintenance staff, associated with any property. Staff should attend a Fair Housing and Equal Opportunity training at least once every calendar year.
2. All HOME award recipients are responsible for affirmatively furthering fair housing. Therefore, the subrecipient must create an Affirmative Fair Housing Marketing Plan by using HUD form 935.2A. A new plan must be created within the first three months of each award term or before clients are enrolled in the program, whichever is earlier. The recipient must identify the population(s) least likely to apply for housing and the outreach/marketing efforts that will be utilized to reach that population.
3. All participant selection plans must acknowledge that the program follows the Fair Housing Act’s nondiscrimination requirements. In addition, tenant signed forms must include the Fair Housing/Equal Housing Opportunity and Accessibility logos below.



See Chapter 10 of [IHCDA’s HOME, CDBG and HTF Manual](#) for more information on Fair Housing, Equal Opportunity, Non Discrimination and Equal Access.

## **11.4 Violence against Women Reauthorization Act of 2022 (VAWA)**

### **Notification of Occupancy Rights under VAWA and Certification Form**

The subrecipient must ensure that notice of occupancy rights which is set forth in **Form HUD 5380** is provided to each of its applicants and to each of its tenants. The subrecipient must provide the certification form set forth in **Form HUD 5382** to the applicant for a HOME-assisted unit at the time the applicant is admitted to a HOME-assisted unit, or denied admission to a HOME-assisted unit based on the subrecipient's participant selection policies and criteria. The subrecipient must also provide the notice of occupancy rights and the certification form with any notification of eviction.

### **Lease Addendum**

The IHCDA lease addendum incorporates all of the requirements that apply to the owner under 24 CFR part 5, subpart L, and 24 CFR 92.359(e), including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c). The IHCDA lease addendum also states that the tenant may terminate the lease without penalty if IHCDA determines that the tenant has met the conditions for an emergency transfer under 24 CFR 5.2005(e).

### **Emergency Transfers**

The subrecipient must use and implement the emergency transfer plan set forth in **Form HUD-5381** and must make the determination of whether a tenant qualifies for an emergency transfer under the plan. The subrecipient may provide **Form HUD -5383** to a tenant that is requesting an emergency transfer. With respect to tenants who qualify for an emergency transfer and who wish to make an external emergency transfer when a safe unit is not immediately available, the subrecipient must provide a list of properties in the jurisdiction that include HOME-assisted units. The list must include the following information for each property: The property's address, contact information, the unit sizes (number of bedrooms) for the HOME-assisted units, and, to the extent known, any tenant preferences or eligibility restrictions for the HOME-assisted units. In addition, the subrecipient may:

(1) Establish a preference under the subrecipient's HOME program for tenants who qualify for emergency transfers under 24 CFR 5.2005(e); and

(2) Coordinate with victim service providers and advocates to develop the emergency transfer plan, make referrals, and facilitate emergency transfers to safe and available units.

### **Prohibited Denial/Termination**

Subrecipient shall ensure that any applicant for or tenant of HOME-assisted housing may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.

### **Lease Terms**

Subrecipient shall ensure that an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as:

- A. A serious or repeated violation of a lease for HOME-assisted housing by the victim or threatened victim of such incident; or
- B. Good cause for terminating the assistance, tenancy or occupancy rights to HOME-assisted housing of the victim of such incident.

### **Termination on The Basis of Criminal Activity & Bifurcation of Lease**



No person may deny assistance, tenancy, or occupancy rights to HOME-assisted housing to a tenant solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking that is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, if the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking. Notwithstanding the foregoing, the subrecipient and/or manager of HOME-assisted housing may bifurcate a lease for the housing in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant of the housing and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant of the housing. The subrecipient and or manger or HOME-assisted housing must provide any remaining tenants with an opportunity to establish eligibility and a reasonable time to find new housing or to establish eligibility.

### **Confidentiality of Tenant Information Related To Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

The subrecipient shall ensure that any information submitted to the subrecipient and or staff of HOME-assisted housing including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking shall be maintained in confidence and may not be entered into any shared database or disclosed to any other entity or individual, except to the extent that the disclosure is:

- A. Requested or consented to by the individual in writing;
- B. Required for use in an eviction proceeding against any individual who is a tenant or lawful occupant of the housing and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking; or
- C. Otherwise required by applicable law.

### **Remedies Available To Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

The subrecipient may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual:

- (i) Without regard to whether the household member is a signatory to the lease; and
- (ii) Without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.

A lease bifurcation shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases. If a household who lives in a HOME-assisted rental unit separates under 24 CFR 5.2009(a), the remaining tenant(s) may remain in the HOME-assisted unit.

### **Limitations of VAWA Protections**



VAWA as applied in this Agreement does not limit the authority of the subrecipient, when notified of a court order, to comply with a court order with respect to:

- The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or
- The distribution or possession of property among members of a household.

VAWA as applied in this Agreement does not limit any available authority of the subrecipient to evict a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. However, the subrecipient must not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance.

VAWA as applied in this Agreement does not limit any available authority of the subrecipient to terminate assistance to or evict a tenant under a covered housing program if the subrecipient can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the Project would be present if that tenant or lawful occupant is not evicted or terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the standards provided in the definition of “actual and imminent threat” in 24 CFR 5.2003.

Any eviction or termination of assistance, should be utilized by the subrecipient only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns.

### **Required Forms**

IHCDA mandates the use of the following HUD VAWA forms for all projects subject to VAWA compliance, as defined in Section 7.4 above. All forms are available [on the HOME TBRA webpage](#).

- **HUD 5380:** Notice of Occupancy Rights Under VAWA. Must be provided at the following times, along with a copy of the HUD 5382:
  - At the time of initial admission; and
  - At the time of denial of tenancy; and
  - When termination / eviction notices are sent.
- **HUD 5381:** Model Emergency Transfer Plan. The owner must create a model plan specific to each project. The plan must be made available for review by tenants and by IHCDA.
- **HUD 5382:** Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking. This form is to be used by tenants as a self-certification form. A copy must be attached any time the HUD 5380 is distributed.
- **HUD 5383:** Emergency Transfer Request. This form is used by tenants to request a transfer under VAWA.

## Appendix A: Enrollment Process

### Step 1: Application Intake and Waiting Lists

The subrecipient follows its written participant selection plan, which explains how eligibility criteria and local preferences will be applied.

Good record-keeping is essential to demonstrate that all eligible families had the opportunity to apply and were treated fairly throughout the application process. The subrecipient must use a TBRA Application Form and retain records on the status of all applications. While a sample TBRA Application Form is available on the HUD HOME TBRA webpage, the subrecipient may also utilize their own form with IHEDA approval.

### Step 2: Eligibility Determinations

The subrecipient must verify all factors that relate to the household's eligibility, including household composition, preference and income information provided by the household. The HOME rules require examination of source documents (for example, wage or interest statements) for TBRA households to determine the household's income.

### Step 3: TBRA Voucher Issuance

Once a household is determined eligible and selected to receive assistance, the subrecipient should issue the household a TBRA voucher. This is the household's authorization to look for housing (or to request that the subrecipient to approve the unit in which the household already lives). A copy of the voucher should be retained in the participant file.

### Step 4: Request for Unit Approval

When the participant finds an acceptable unit and a landlord willing to participate in the TBRA program, the participant must submit a request for unit approval. The subrecipient must inspect the unit to assure that it meets Housing Quality Standards. The subrecipient must determine whether the rent being charged for the unit is reasonable, based upon the rents being charged for comparable unassisted units. Utilize [www.AffordableHousing.com](http://www.AffordableHousing.com) to search for comparable units. Usernames for the software can be granted through the Supportive Housing Analyst.

### Step 5: Lease Execution

Once the subrecipient has inspected and accepted the unit and determined that the rent the owner is charging is reasonable, three things must occur:

1. Tenant lease: The landlord and the tenant must enter into a lease (if none pre-existing).
2. Lease Addendum: The subrecipient must provide the tenant and landlord with a lease addendum to be used in conjunction with the landlord's lease.
3. Rental Assistance Payment Contracts: The subrecipient and the landlord and the subrecipient and the tenant must enter into agreements in which the landlord agrees to comply with the HOME rules and the subrecipient and tenant agree to make their share of the payment.